

5-092A062



No.

Date ... APR 2 1985

Fee \$ 10.00

ICC Washington, D. C. APR 2 1985 - 8 15 AM

Terminal Tower
P. O. Box 6419
Cleveland, Ohio 44101
216 623 2200
216 623 2462

INTERSTATE COMMERCE COMMISSION March 28 1985

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Mr. James H. Bayne, Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Att: Recordation Unit

Dear Mr. Bayne:

Enclosed are an original and one certified true copy of a Lease Amendment dated as of January 15, 1985, executed by The Chesapeake and Ohio Railway Company, 100 North Charles Street, Baltimore, Maryland 21201, Lessee, and The Connecticut Bank and Trust Company, as Trustee, One Constitution Plaza, Hartford, Connecticut 06115, Lessor. This is a secondary document and constitutes an amendment to a Lease of Railroad Equipment dated as of May 1, 1979.

The equipment covered by this Amendment consists of 126 50' 50-ton boxcars, AAR mechanical designation XL; 60 50' 70-ton boxcars, AAR mechanical designation XM; 26 52'6" 70-ton gondola cars, AAR mechanical designation GB; 70 53'6" 70-ton flatcars, AAR mechanical designation FM; 20 51'3" 50-ton flatcars, AAR mechanical designation FM; 1,294 70-ton open top hopper cars, AAR mechanical designation HT; 194 80-ton open top hopper cars, AAR mechanical designation HT; and 1 85-ton open top hopper car, AAR mechanical designation HT. The road numbers on the cars are as set forth in Item 3 to the Lease Amendment Agreement No. 2 dated as of September 15, 1980. The equipment now is marked "The Chesapeake and Ohio Railway," "C&O" or "Chessie System" or in some other appropriate manner and also is marked "Ownership Subject to a Security Agreement Filed with the Interstate Commerce Commission."

The Lease of Railroad Equipment was recorded with the Interstate Commerce Commission on July 3, 1979, at 12:10 p.m., and assigned Recordation Number 10583-B. A related Assignment of Lease and Agreement, dated as of May 1, 1979, executed by the Lessor and Mercantile-Safe Deposit and Trust Company, was recorded with the Commission on July 3, 1979, at 12:10 p.m., and assigned Recordation No. 10583-C. The above-mentioned Amendment Agreement No. 2 was recorded with the Commission on October 20, 1980, at 12:15 p.m., and assigned Recordation No. 10583-E.

Enclosed is a draft in the amount of \$10.00 representing the required recordation fee.



- 2 -

Pursuant to the Commission's rules and regulations for recordation of certain documents under 49 U.S.C. §11303, you are hereby requested to file the enclosed certified copy for record in your office and to return the original to me.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Louis Recher".

Louis Recher
Assistant General Solicitor

LR:cc
Encls.

AMENDMENT TO LEASE OF RAILROAD EQUIPMENT

APR 2 1985 - 8 15 AM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT is entered into this 15th day of January, 1985, 1984, by and between THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation (the "Lessee"), and THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, not in its individual capacity, but solely as trustee (the "Lessor") under a trust agreement dated as of May 1, 1979, with SEVENTEENTH HFC LEASING CORPORATION (the "Owner").

RECITALS

WHEREAS, Lessor and Lessee entered into a lease of railroad equipment dated as of May 1, 1979 (the "Lease"), pursuant to which the Lessee leased from the Lessor certain units of railroad equipment (the "Units")

WHEREAS, pursuant to Section 12 of the Lease, the Lessee has the options to extend the original term of the Lease for two consecutive two-year periods commencing on the scheduled expiration of the original term of the Lease;

WHEREAS, the Lessee desires to exercise such renewal options upon the terms and conditions and at the rental set forth in this Amendment; and

WHEREAS, Lessor is willing to grant Lessee the renewal options upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, Lessor and Lessee hereby agree as follows:

- (1) The Lessee and the Lessor agree that the original term of the Lease shall be extended for four (4) years, which extension shall commence on February 2, 1988. The Lessee agrees to pay to the Lessor, as rental for each Unit subject to the Lease during such extended term, eight consecutive semi-annual rental payments in arrears. The eight semi-annual rental payments shall be payable on February 2 and August 2 in each year, commencing August 2, 1988 to and including February 2, 1992. The eight semi-annual rental payments with respect to each Unit then subject to the Lease shall be in an amount equal to 4.45% of the Purchase Price [as defined in the Reconstruction and Conditional Sale Agreement dated as of May 1, 1979, (the "RSCA")] of each Unit so subject, provided, however, that in the event that fewer than 896 Units subject to the Lease are so subject at the inception of the extended term, the number of Units subject to the extended term shall be deemed to be 896, and the Purchase Price of each Unit that is deemed to exist for this sole purpose ("Deemed Units") shall be \$12,116. Except to the extent that Lessee exercises its option as provided in item (5) below, each Unit shall be returned to the Lessor at the end of the extended term in condition appropriate for a Unit of its age that has been maintained substantially in accordance with the terms of this Lease, provided, however, there shall be no obligation to return Deemed Units.

- (2) The Casualty Value of each Unit as of the payment date on which payment is to be made in accordance with the terms of the Lease shall be an amount equal to that percentage of the Purchase Price of such Unit as is set forth in Exhibit A attached hereto opposite such date with respect to such Unit, and the Purchase Price of each Deemed Unit shall be deemed to be \$12,116.
- (3) The Lessee shall not be required under Section 15 of the Lease to indemnify an Owner with respect to any Loss that results solely and directly from the parties having entered into this Amendment.
- (4) The first two paragraphs of Section 12 of the Lease are hereby deleted in their entirety.
- (5) The Lessee shall have the option to acquire any or all Units at the end of the extended term of the Lease at a price which is equal to 10% of the Purchase Price of such Units.
- (6) Except as specifically provided for herein, all of the terms and conditions of the Lease shall remain in full force and effect.
- (7) The capitalized terms used in this Amendment shall have the meanings indicated in the Lease and the RCSA.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Amendment to be duly executed by their authorized officers as of the day and year written above.

THE CHESAPEAKE AND OHIO RAILWAY
COMPANY

By: 

Its: Senior VP - Finance

THE CONNECTICUT BANK AND TRUST
COMPANY, TRUST COMPANY, not in its
individual capacity, but solely as trustee

By: 

Its: VP

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this 20th day of February, 1985, before me personally appeared P. R. GOODWIN, to me personally known who, being by me duly sworn, says that he is Senior Vice President - Finance of The Chesapeake and Ohio Railway Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Louis Recher
LOUIS RECHER, Attorney
Notary Public - State of Ohio
My Commission has no expiration date
Section 147.03 R.C.

(NOTARIAL SEAL)

STATE OF CONNECTICUT)
) SS:
COUNTY OF HARTFORD)

On this 15th day of MARCH, 1985, before me personally appeared D. E. SMITH to me personally known who, being by me duly sworn, says that he is Vice President of The Connecticut Bank and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Earla Mae Sheppard
Notary Public
My Commission Expires:
EARLA MAE SHEPPARD
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1989

(NOTARIAL SEAL)

Exhibit A

CASUALTY VALUE PERCENTAGES SCHEDULE

Rental Payment Date	Percentage
8/02/88	30.00%
2/02/89	27.14%
8/02/89	24.29%
2/02/90	21.43%
8/02/90	18.57%
2/02/91	15.71%
8/02/91	12.86%
2/01/92	10.00%